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THE BANGALORE ADVOCATES' CO-OPERATIVE SOCIETY LTD.
BACSL

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No. EE/Project/AG No: 77 /19-20

DATED: 06/11/2019

Agreement

This agreement, made on the day of 06th November 2019, between Bruhat Bangalore Mahanagara Palike represented by **The Executive Engineer, Project division, Yelahanka, NH-7 Road. Bangalore-92** (hereinafter called "the Employer") of the one part and **Sri. Pradeep Kumar S N M/s Ganga Enterprises, #77, 2nd Cross, GKW Layout, Vijayanagar, Bangalore - 40.** (hereinafter called "the Contractor") of the other part.

Whereas the BBMP is desirous that the Contractor execute the work of "**Providing LED street lights and control switches and other accessories at Veerasagara main road BHEL Layout best Country Layout surrounding area in ward no.03**" Tender Notification No: **BBMP/YNK/EE (Project)/TEND/01/2019-20 Dated: 25/04/2019** and **BBMP/2019-20/OW/WORK_INDENT35347** (hereinafter called "the Works") and the Chief Engineer (Yelahanka) has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of **Rs. 3,88,666.00/- (Rupees Three Lakhs Eighty Eight Thousand Six Hundred and Sixty Six only)** which works out to be (-) 20.85% below the PWD (Ele) SR of 2014-15. The contractor has submitted the Security Deposit amounting to **Rs. 19,500.00/- (Rupees Nineteen Thousand Five Hundred only)** vide FDR No. 573251 Dt; 06/11/2019, Karnataka Bank Ltd, Nehrunagar Branch, Bangalore. The Completion of the said project is 06 months including monsoon. The defect liability period for the above work is 12 months from the date of completion of the work.

6/11/19

For GANGA ENTERPRISES

Proprietor

NOW THIS AGREEMENT WITNESSETH as follows:

1.In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2.In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

3.The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

4.The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

1. Letter of Acceptance;
2. Notice to proceed with the works;
3. Contractor's Tender;
4. Contract Data;
5. Conditions of contract (including Special Conditions of Contract);
6. Specifications;
7. Drawings;
8. Bill of Quantities; and
9. Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written. The Common Seal of The Executive Engineer (Project division), Yelahanka Zone, BBMP was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said

The Executive Engineer (Project division), Yelahanka Zone in the presence of:

For GANGA ENTERPRISES

Binding Signature of Contractor

Proprietor

Binding Signature of Employer 6/11/19